

One Embarcadero Center • San Francisco, CA 94111

415/398-4510

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VIA AIR COURIER

October 17, 1994

Ms. Mildred Lee Recordations Unit Interstate Commerce Commission 12th and Constitution Avenue, N.W. Washington, DC 20423 OCT 19 1994-3 20 PM
INTERSTATE LEVALUE CONTROLL

RE: Lease of Railroad Equipment dated as of September 15, 1993 ("Lease"), between Helm Financial Corporation, as assignee of Helm Equipment Leasing Corporation and AKZO Salt Company.

Dear Ms. Lee:

On behalf of Helm Financial Corporation, I submit for filing and recording, under 49 U.S.C Section 11303(a) and the regulations promulgated thereunder the following document:

Two (2) fully executed originals of Amendment No. 1 dated June 7, 1994 to the Lease ("Amendment No. 1") between Helm Financial Corporation, as assignee of Helm Equipment Leasing Corporation and AKZO Salt Company.

In connection with the recording of Amendment No. 1, please note the following information:

Name and Address of Lessor:

Helm Financial Corporation

One Embarcadero Center, Suite 3500

San Francisco, CA 94111

Name and Address of Lessee:

AKZO Salt Company

Abington Executive Park Clarks Summit, PA 18411

Equipment: One hundred twenty-one (121) open top and covered hopper railcars (see Annex A.1. to Amendment No. 1 for Unit numbers)

<u>Previous ICC Filing:</u> Memorandum of Lease filed on November 15, 1993, Recordation No. 18472.

Please file Amendment No. 1 as a supplementary document. The filing fee of eighteen dollars (\$18.00) is included in the enclosed check.

Sincerely, \_

Cecilia Mostaghim Contract Administrator

/cm Enclosures (2) TOENSING BRANCH

# RECORDATION NO. 1847 FILED 1425 OCT 19 1994-3 20 PM

# AMENDMENT NO. 1

THIS AMENDMENT NO. 1 (the "Amendment") to the Lease of Railwood Equipment dated as of September 15, 1993 (the "Lease") between HELM FINANCIAL CORPORATION, as assignee of Helm Equipment Leasing Corporation ("Lessor"), and AKZO SALT COMPANY ("Lessee") is made as of June 7, 1994 between Lessor and Lessee.

### RECITALS:

- A. Lessor and Lessee are parties to the Lease pursuant to which forty-nine (49) covered hopper railcars, more fully described in Annex A to the Lease ("Base Unit(s)"), were leased by Lessor to Lessee.
- and covered Lessor and Lessee desire to add seventy-two (72) open top/hopper в. railcars ("Additional Unit(s)") to the Lease at a new rental rate.
- C. Lessor and Lessee desire to terminate the Lease for the Additional Unit bearing the reporting mark and numbers HELX 581150 ("Terminated Unit").
- D. The parties desire to amend the Lease as provided herein.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties agree to amend the Lease as follows:

- All terms defined in the Lease shall have the meanings defined 1. therein when used in this Amendment.
- This Amendment shall become effective on the date of its full 2. execution by both parties.
- 3. Lessor has delivered each Additional Unit to Lessee pursuant to Section 1 of the Lease. Lessor shall be responsible for any transportation costs associated with transporting the Additional Units to either the interchange point located on the lines of Wheeling & Lake Erie Railway Company at Brewster, Ohio or the interchange point located on the lines of the Union Pacific Railroad Company at East St. Louis, Missouri (each such location an "Interchange Point"). Lessee shall be responsible for any transportation costs associated with moving the Additional Units from the Interchange Point.
- Effective as of the Acceptance Date (as defined in Section 3.A. of the Lease) for each Additional Unit, Lessee shall pay to Lessor as rent for such Additional Unit per Additional Unit per month.

- 5. Effective as of the Acceptance Date for the first Additional Unit, Annex A to the Lease shall be replaced by Annex A.1. and wherever Annex A appears in the Lease it shall be deemed to be Annex A.1.
- 6. Effective as of February 28, 1994, the Term of the Lease for the Terminated Unit shall be deemed to have been terminated.
- 7. Except where used in relation to the rental rate, "Unit(s)" as used in the Lease shall mean each Base Unit, each Additional Unit and the Terminated Unit.
- 8. Except as expressly modified by this Amendment, all terms and provisions of the Lease shall remain in full force and effect.
- 9. This Amendment may be executed by the parties hereto in any number of counterparts, and all said counterparts taken together shall be deemed to constitute one and the same instrument.

IN WITNESS THEREOF, Lessor and Lessee each pursuant to due authority have caused this Amendment No. 1 dated as of June 7, 1994 to be signed in their respective corporate names on the dates indicated below their signatures.

LESSOR	LESSEE
HELM FINANCIAL CORPORATION	AKZO SALT COMPANY
Title: President  Date: 8/29/94	By:CUGENE W. BITCHKO  Title: VICE PRESIDENT - CORPORATE LOGISTICS  Date: SIZIN
	Kenneth J. Ellen Manager - Highway Logistics



# STATE OF CALIFORNIA

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mek/06/07/94

# COUNTY OF SAN FRANCISCO

on <u>August 29</u> , 1994, before me, <u>Manual Outs</u> personally appeared Richard C. Kirchner, President of HELM FINANCIAL CORPORATION,	
$\chi$ personally known to me -OR-	
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.	
Witness my hand and official seal.	
OFFICIAL SEAL LA RONDA A. GAINES Notary Public-California SAN FRANCISCO COUNTY My Commission Expires June 9, 1995  SIGNATURE OF THE NOTARY	
STATE OF PENNSYLVANIA ) ) S COUNTY OF LACKAWANNA )	
On this 15th, day of August , 1994, before me personally appeared kenneln Ellew , to me personally known, who, being by me duly sworn says that he is Mgr. Hwy. Accistics of AKZO SALT COMPANY, that said instrument was signed and sealed on behalf of said corporation by authority of its President and Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.	
Louisine A. Starter Notary Public	
My Commission Expires: 0/87/94 MOTABLAL STATION Notary Full S. Alegion Township, Lockawanna County PA	<del>voa</del>

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My Commission Expires Aug. 27, 1994

#### ANNEX A.1.

To the Lease of Railroad Equipment dated as of September 15, 1993, as amended, between Helm Financial Corporation, as assignee of Helm Equipment Leasing Corporation, and AKZO Salt Company

## BASE UNITS

## Equipment Description:

Forty-nine (49), 4,000 cubic foot capacity covered hopper railcars equipped with 100 ton roller bearing trucks and gravity outlet gates.

# <u>Unit Numbers:</u>

HEQX	4001	HEQX	4026
	4002		4029
	4003		4030
	4004		4031
	4005		4032
	4006		4033
	4007		4034
	4008		4035
	4009		4036
	4010		4037
	4011		4038
	4012		4039
	4013		4040
	4014		4041
	4015		4044
	4016		4045
	4017		4047
	4018		4048
	4019		4049
	4020		4050
	4021		4051
	4022		4053
	4023		4054
	4024	•	4056
	4025		

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### ANNEX A.1. - continued

## ADDITIONAL UNITS

Equipment Description:

Forty One (41) bok Forty-two (42) 320 3209 cubic/foot capacity open top hopper railcars.

#### Unit Numbers:

## ANNEX A.1. - continued

### ADDITIONAL UNITS

Equipment Description:

one (31) bak W // railcars.

## Unit Numbers:

SIRX 2677

SIRX 3123

SIRX 3134

SIRX 3611

SIRX 5396

SIRX 5562

SIRX 5717

SIRX 5724

SIRX 5733

SIRX 5781

SIRX 5836

SIRX 5886

SIRX 5889

SIRX 6130

SIRX 6642

SIRX

7441

SIRX 7501 SIRX 7590

SIRX 7798

SIRX 7848

SIRX 7869

SIRX 11257

SIRX 19059

SIRX 20161

SIRX 21045

SIRX 25043 SIRX 25051

SIRX 48197

SIRX 48247

SIRX 400208

SIRX 400210

SIRX 800709

SIRX 7866